

**COST SHARE AGREEMENT**  
**Between the**  
**USDI BUREAU OF LAND MANAGEMENT, MILES CITY FIELD OFFICE**  
**And the**  
**MONTANA DEPARTMENT OF NATURAL RESOURCES, EASTERN LAND OFFICE**

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost division. This cost share agreement is between the agencies identified above, as negotiated for the following incident in accordance with the Statewide Cooperative Fire Protection Agreement #05-FI-11015600-014 executed between the parties in 2005.

**General Fire Information:**

Incident Name: Line Creek Fire      MT-MCD-076

Origin:    Township    9N                      Range    47E                      Section    34

Estimated Size: 865.4 acres at the time of this agreement

Incident Start Date and Time: September 17, 2008, 1540 hrs

Incident Cause: undetermined person caused

Incident Numbers by Protection Agency:

Agency	Fire #	Accounting Code
MT DNRC	MT-MCD-076	84207
BLM		ELC3

Cost Share Period: This agreement becomes effective on the date indicated below and will remain in effect until amended or terminated.

State date/time: September 17, 2008, 1540 hrs

End date/time: September 21, 2008, 1700 hrs.

**Command Structure:**

Overall direction of this incident will be by the command structure indicated (mark one):

☒ **Unified Command**

☐ **Single Command.**

**Principal Contacts.**

The following personnel are the principal contacts:

IMT Position	Name
Incident Commander	Ryan Sundberg
Finance Section Chief	N/A

**Agency Representatives:**

Agency:	Name	Title
MT DNRC	Rick Strohmyer	ELO Area Manager
	Randy Sanders	ELO Fire Program Manager
BLM	Elaine Raper	Field Manager
	David Overcast	Fire Management Officer

**Protection Agencies**

USDI BLM for USDI BLM Lands

MT DNRC for Power River County (State and Private lands) through the County Cooperative Agreement

State of Wyoming (Campbell County) for Wyoming private lands.

**Special Management Operational Conditions:**

Considering the fire originated in State of Montana and burned into the State of Wyoming we will apply the following rationale to be used in the implementation of the cost share agreement.

\*While acres burned BLM and private lands in both Wyoming and Montana, the BLM administrative cost share agreement will be implemented for both administrative units of the BLM by the Miles City Field Office.

\*The State of Wyoming (Campbell County) made substantial commitment to the overall suppression effort and stayed committed throughout the incident with resources and personnel, and therefore should not be billed for State of Montana suppression costs.

\*The BLM (Miles City and Buffalo Field Offices) will share in incident costs as per the apportionment identified below.

**Cost Share Methodology:**

Cost Share by Acre - Resources utilized across all areas was considered equal for the entire complex. This methodology is based on percentage of acres burned within each direct protection area.

865.4 *Total acres* burned

Acres burned within State and Private protection area: 657.2 or 76% of total acres burned

Acres burned within BLM protection area: 208.2 or 24% of total acres burned

These percentages (76% and 24%) are applied to the total actual costs of the fire.

**Final Agency Apportionment:**

1. Acreage Share:
  - a. State - 76%
  - b. BLM - 24%

**Other conditions relative to this agreement:**

1. Agency specific costs will not be shared.
2. Aircraft costs are included in cost share at the final agency apportionment.
3. Costs incurred by cooperators not engaged in the unified fire suppression activities will not be included as a part of this cost share agreement.
4. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside this agreement.
5. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement.
6. Costs for accountable, sensitive, and durable property purchased by each agency will be charged directly to that agency and will not be shared.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Per the Montana Cooperative Fire Agreement billing procedures, the parties to this agreement will determine the total costs of each agency. Each agency will bill for their costs.

**Signatures of Authorized Personnel & Attachments:**

This agreement and the apportionment described are our best judgments of fair and equitable agency cost responsibilities.

See map attachment: Line Creek Fire.

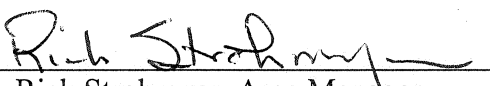
**Original Agreement: XX**

Supplemental Agreement: Number \_\_\_\_\_ Supersedes Agreement # \_\_\_\_\_ Dated \_\_\_\_\_

Agency Name: MT DNRC Eastern Land Office

Address: PO Box 1794

City, State Zip: Miles City, MT 59301

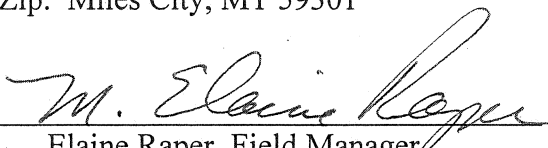
Signature:   
Rick Strohmyer, Area Manager

Date: 10-6-08

Agency Name: USDI BLM Miles City Field Office

Address: 111 Garryowen

City, State Zip: Miles City, MT 59301

Signature:   
Elaine Raper, Field Manager  
Miles City Field Office

Date: Oct. 6, 2008

Signature: \_\_\_\_\_  
Chris Hanson, Field Manager  
Buffalo Field Office

Date: \_\_\_\_\_

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Elaine Raper, Field Manager  
Miles City Field Office

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Chris Hanson, Field Manager  
Buffalo Field Office

Date: 10/6/08